

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

CIVIL CASE NO. 3:08cv26

THE CIT GROUP/SALES
FINANCING, INC.

Plaintiff,

vs.

M/Y ROBIN'S NEST (Official No.
1071932), her engines, tackle,
equipment, furnishings, etc.,
in rem,

and

WILLIAM E. BERGH,
in personam.

ORDER

THIS MATTER is before the Court on the Plaintiff's Motion for Default Judgment [Doc. 15], upon the Clerk's Entry of Default in this case, and it appears to the Court that this action was commenced on January 23, 2008, with the filing of a Verified Complaint; and the *in rem* Defendant was arrested by the United States Marshal on February 6, 2008; and due notice of the action and arrest has been given; and the time for filing statements of right or interest and motions to intervene has expired with no such statements or motions having been filed; and there is no just reason for delay in the entry

hereof.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff's Motion for Default Judgment [Doc. 15] is hereby **GRANTED**, and that the Plaintiff The CIT Group/Sales Financing, Inc. have judgment against the motor yacht ROBIN'S NEST, a 46-foot Maxum Marine pleasure craft bearing Official No. 1071932 and Hull Identification Number BLBA20YEB898, her engines, tackle, equipment, furnishings, etc. (collectively the "Vessel") *in rem* in the amount of \$451,154.25, which sum shall and does constitute a preferred mortgage lien against the Vessel; and

IT IS FURTHER ORDERED that the United States Marshal for this District is hereby authorized and directed to sell the Vessel forthwith to the highest bidder at public auction, "as is, where is," free and clear of all liens, claims and encumbrances whatsoever; and

IT IS FURTHER ORDERED that notice of the sale shall be published in *The Charlotte Observer* daily for six (6) days prior to the sale, in substantially the form attached hereto as Exhibit A; and

IT IS FURTHER ORDERED that the terms of the sale shall be as follows:

(a) The sale shall be to the highest bidder, "as is, where is," free and clear of all liens, claims and encumbrances whatsoever;

(b) Except as otherwise provided herein, the successful bidder shall pay to the United States Marshal for the Western District of North Carolina at the

time of sale a deposit of at least \$1,000.00 or ten percent of the bid, whichever is greater, by certified or cashier's check;

(c) Except as otherwise provided herein, the successful bidder shall pay the balance of the purchase price by delivery of a certified or cashier's check to the United States Marshal within thirty-six (36) hours following the sale;

(d) Except as otherwise provided herein, if the balance of the purchase price is not paid by the successful bidder within the time required, the deposit shall be forfeited by the bidder and shall be applied to administrative and *custodia legis* expenses;

(e) Notwithstanding the foregoing paragraphs (b) through (d), Plaintiff may bid the whole or part of the amount of this Judgment at the sale and if Plaintiff does so and is the successful bidder, Plaintiff shall not be required to make any deposit at the time of sale or to pay the purchase price to the extent that its successful bid is equal to or less than the amount of this Judgment, but in that event, Plaintiff shall be required to satisfy all costs and fees of the United States Marshal, including all administrative and *custodia legis* expenses and any commission due to the United States Marshal pursuant to statute to the extent such amounts remain unpaid when the sale is confirmed; and

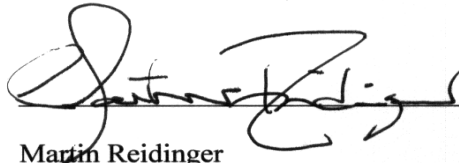
IT IS FURTHER ORDERED that the sale shall be deemed automatically confirmed if the successful bidder has performed the terms of sale in all respects and no written objection to the sale has been filed within three (3)


business days after the sale; and

IT IS FURTHER ORDERED that once the sale of the Vessel is confirmed, the United States Marshal shall deliver a Bill of Sale to the confirmed purchaser and the Vessel shall be conveyed to the purchaser by the United States Marshal “as is, where is,” free and clear of all liens, claims, and encumbrances whatsoever.

IT IS SO ORDERED.

Signed: April 21, 2008


Martin Reidinger
United States District Judge



NOTICE OF SALE

Pursuant to an Order of the United States District Court, Western District of North Carolina entered on _____(Date) in the case entitled The CIT Group/Sales Financing, Inc. v. M/Y ROBIN'S NEST, Civil No. 3:08-cv-026, the undersigned will sell at _____ (Place of Sale) on _____ (Date and Hour of Sale) the property in said Order described and therein directed to be sold, to which Order reference is made for the terms of sale and for a description of the property which may be briefly described as follows: a 46-foot Maxum Marine pleasure craft bearing Official No. 1071932 and Hull ID No. BLBA20YEB898.

Patrick C. Smith, United States Marshal.